

FP7 Grant Agreement – ANNEX III – SPECIFIC PROVISIONS FOR TRANSNATIONAL ACCESS ACTIVITIES

III.1 : Definitions

In addition to those of Article II.1, the following definitions shall apply:

1. **Access provider** : means the *beneficiary* that is in charge of providing access to the *infrastructure(s)* or *installation(s)*, as specified in Annex I.
2. **Infrastructure** : means a facility, a resource (or a coherent set of them) together with the related services, that are used by the scientific community to conduct research.
3. **Installation** : means a part of an *infrastructure* that could be used independently from the rest.
4. **User** : means a researcher within a *user group*, including the *user group* leader.
5. **User group** : means a research team of one or more researchers given access to the *infrastructure* under the *project*. Each *user group* is led by a *user group* leader.

III.2 : Performance obligations

The *access provider* shall, in addition to the other provisions of this *grant agreement* :

- (a) provide access free of charge to selected *user groups* to the *infrastructure* or the *installation(s)* managed by it, including all the logistical, technological and scientific support as well as specific training, that is normally provided to external researchers using the *infrastructure*;
- (b) publicise widely, including on a dedicated Web page on the Internet, the access offered under this *grant agreement*, in a way that researchers who wish to have access to the *infrastructure* may be made aware of the possibilities open to them;
- (c) ensure that *users* comply with the terms and conditions of this *grant agreement*;
- (d) maintain appropriate documentation to support and justify the amount of access reported; this documentation shall include records of the names, nationalities, and home institutions of *users*, as well as the nature and quantity of access provided to them.

III.3 : Eligibility and selection of the *user groups*

1. To be eligible to benefit from access to the *infrastructure* under the *grant agreement*, a *user group* must satisfy the following two conditions:

- a) the *user group* leader and the majority of the *users* must work in a institution established in a Member State or Associated State;
- b) the *user group* leader and the majority of the *users* must work in a country other than the country(ies) where the legal entity(ies) operating the *infrastructure* is(are) established.

When the *infrastructure* is composed of several *installations* operated by different legal entities, this condition shall apply to each *installation*.

This condition shall not apply:

- when the *access provider* is an *International Organisation* or the *JRC*.
- in case of remote access to a distributed set of *infrastructures* or *installations* offering the same services.

2. Only *user groups* that are entitled to disseminate the *foreground* they have generated under the *project* are eligible to benefit from access free of charge to the *infrastructure* under this *grant agreement*.

3. *User groups* requesting access shall be required by the *access provider* to submit in writing a description of the work that they wish to carry out and the names, nationalities and home institutions of the *users*.

4. The *access provider* shall set up a selection panel, which will assist the *access provider* in the selection of the *user groups*. The selection panel shall assess all proposals received and recommend a short-list of the *user groups* that should benefit from access free of charge under the *grant agreement*. In so doing, it will apply the principles of transparency, fairness and impartiality.

5. The selection panel shall be composed of international experts in the field, at least half of whom shall be independent from the *infrastructure*, unless otherwise specified in Annex I.

6. The selection panel shall base its selection on scientific merit, taking into account that priority should be given to *user groups* composed of *users* who:

- have not previously used the *infrastructure*, and
- are working in countries where no such research *infrastructures* exist.

The *Commission* may request the *access provider* to follow additional priorities in the selection of *user groups* in the interest of the *Community*. The *access provider* may oppose such a request providing duly justified reasons.

7. The *access provider* shall seek written approval of the *Commission* for the selection of *user groups* requiring access exceeding 3 months, unless such longer access is foreseen in Annex I.

III.4 : Reports and deliverables

The *access provider* shall include a section in the periodic reports on the access activity, indicating the membership of the selection panel as well as the amount of access provided to the *user groups*, with the description of their work, and the names and home institutions of *users*.

III.5 : Confidentiality

The *access provider* shall ensure that the *users* have the same rights and obligations in regard to confidentiality as referred to for the *access provider* in Article II.9.

III.6 : Publicity

The *access provider* shall ensure that the *users* have the same rights and obligations in regard to publicity as referred to for the *access provider* in Article II.12.

In particular, the *access provider* shall, throughout the duration of the *project*, take any appropriate measure to ensure that, in their publications, *users* make suitable publicity about the support given by the European Community for the access provided to them.

The *Commission* shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the list of the *users*.

III.7 : Access rights

The *access provider* shall ensure that the *users* enjoy, on a royalty-free basis, *access rights* to the *background* of the *access provider* and to the *foreground*, if needed to carry out their own work under the *project*.

III.8 : Incompatible or restrictive commitments

The *access provider* shall inform, as soon as possible, the *users* of any restriction which might substantially affect the granting of *access rights*.

III.9 : Community financial support for access costs

1. The *access provider* may declare the amount which results from multiplying a unit cost by the quantity of access provided.

An estimated unit cost shall be specified in Annex I. This estimated unit cost is to be used by the access provider when declaring the access costs in the financial statements. This unit cost shall correspond to the estimation for the life-time of the project of the costs corresponding to the estimated total quantity of access to be provided to the *installation*, divided by the estimated total quantity of access to be provided to the *installation*.

The Community financial contribution shall be adjusted in the financial statement (Form C) corresponding to the last reporting period, taking into account the following:

- The real unit cost, calculated on the basis of total quantity of access actually provided and the costs actually incurred to give this access. If the real unit cost is higher than the estimated unit cost, the increase in relation to the estimated unit cost may be reimbursed under the condition that the minimum quantity of access to be reimbursed under this grant agreement, foreseen in Annex I, has been provided.
- The *Community financial contribution* shall not exceed 20% of the costs of providing the total quantity of access to the *installation* over the duration of the *project*.

In addition, adjustments may be made at the end of any reporting period resulting from the application of a real unit cost.

For the calculation of the unit cost, estimated or real:

- The total quantity of access to the installation shall include both access financed and not financed by the *Community* under this *grant agreement*.

- The costs of providing access shall include the direct costs plus indirect costs limited to 7% of direct costs, minus any costs of subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.
- The direct costs shall exclude all contributions to the capital investments of the *infrastructure* as well as travel and subsistence costs.
- Average personnel costs may be used for the calculation if they are consistent with the management principles and accounting practices of the *access provider*.
- The direct costs may include cost of preparatory work.

2. *Community financial contribution* may also cover the travel and subsistence costs related to visits by *users* and meetings of the selection panel, where necessary.

3. Where a certificate on the financial statements is necessary according to the provisions of this *grant agreement*, it shall not include costs declared on the basis of estimated unit cost; however it shall include costs declared on the basis of real unit cost for which a certificate has not been previously provided.